

Example: Sections of a Performance Based Solid Waste Management Contract

Details:

Performance Work Statement: Relevant Sections Pertaining to Incentivized Recycling

Sections:

5.5 Disposal. The Contractor shall dispose of all solid waste and recyclables off of [Facility Name]. Arrangements for disposal at a local landfill, recycling facility, or compost facility shall be the Contractor's responsibility. The Government reserves the right to request the Contractor to dispose of waste at any approved landfill within a 50-mile radius of [Facility Name] with no change in contract price. The Government will pay the recycling facilities fee. All solid waste disposals shall be in accordance with all existing local, state and federal laws, rules and regulations.

5.6 The Contractor shall submit, by the 5th working day of each month, a copy of the invoice or invoices from the landfill, recycling facility, or any other disposal facility (grease disposal facility) used by the Contractor during the preceding month to the COR and Contracting Officer. The invoices/weight slips shall be certified by authorized representative of the vendor's facility. Weight slips shall have truck number and/or designation, roll off or front loader, etc., vehicle in addition to date, net weight and dump site. Proceeds from the recycle sales shall be turned over to the Government along with a monthly report not later than the 5th working day of the following month. The Contractor will retain a percent of gross proceeds from the items sold by the Contractor as recyclable material as an incentive to move a large quantity of recyclable products and promote recycling on the installation, to meet the Installations goal of 50%, thus reducing the quantity of solid waste disposal. The diversion rate will only be based solely on the tonnages paid for under this PWS requirement and not any Construction and Demolition disposal amounts the contractor has negotiated separately from this PWS. The percent refunded will be derived In Accordance With (IAW) Technical Exhibit 7. Fees and rates will be based on actual receipts and weights tickets from landfill or recycle company where materials are disposed.

5.6.1 The government will pay actual landfill fee up to but not to exceed [Dollar Amount] per ton based on weigh ticket from landfill. The government will pay actual recycle center fee up to but not to exceed [Dollar Amount] per ton for recyclable materials delivered to the center. Fee will be based on weigh ticket from recycle center. In the event that recycle fees exceed the landfill fees Contractor shall notify Contracting Officer and COR by letter from the landfill company (on landfill company letter head) stating the increase in fee. Negotiations between Contracting Officer and Contractor will be held for determination for increased price fair and reasonableness.

5.35 The Recycle Operation shall accept the following items for recycle. This list may be expanded or changed as markets fluctuate after notification of the Government.

White Paper	Computer Paper	Colored Ledger Paper
Manuals	Newspapers	Corrugated Cardboard
Glass - All Types	Clean Wood	Yard Waste

Paper Boxes	Magazines	Pulped Food Waste
Aluminum Foil	Plastics #1 & 2	Brown Grocery Bags
Metal - all Types	Tin Cans	Electronics
Mattresses	Box Springs	Pallets
Aluminum Cans		

5.35.1 The Contractor shall be responsible for marketing all recyclable materials, See Technical Exhibit 7 for recycling proceeds distribution. The Contractor shall track commodities of all recyclable material sold, date sold, to what vendor, for how much and money rendered.

5.35.2 The Contractor shall encourage and promote recycling on the installation in every possible way (i.e. flyers, posters, additional recycling labels, signs, newspaper ads, etc.) and provide a proposed recycling plan that explains the intentions of accomplishing this task within 90 days of contract start and to be approved by the Government. The Contractor will take special care to coordinate with Environmental Manager and inform customers by a method or methods they so choose for new recycling plans that vary from a present practice as long as it is approved by the COR or the Contracting Officer. The government will remain open to suggestions from the Contractor as to possible new commodities not presently being recycled. The Contractor shall participate in [Facility Name] Earth Day and National Recycle Day ceremonies to include but not limited to participating in the planning, coordinating, and attendance of such events. Contractor will work with the Environmental Manager in planning and coordinating such events. The approximate time involved is [number of hours] yearly. The Contractor shall provide educational materials and information about recycling to the [Facility Name]'s occupants in order to maximize recycling. The information shall include but not be limited to brochures, posters and newspaper articles.

5.35.3 The Contractor may propose changes in the operations of the recycling portion of this operation, provided the changes assist [Facility Name] in exceeding [Facility Name's] recycling goals (50% diversion rate). No change will be implemented without prior approval by the Contracting Officer.

5.43 The Contractor shall be required to haul the [metalworking facility's] government-owned 30 CY scrap metal container to a metal recycling facility when requested. The weight slips shall be certified by authorized representative of the vendor's facility. The weight slip shall have truck number and/or designation, roll off, vehicle in addition to date, net weight. The Contractor shall track the date sold, to what vendor, for how much and money rendered. The proceeds from the [metalworking facility's] recycle sales shall be turned over to the Government along with a monthly report not later than the 5th working day of the following month. The Contractor shall provide a check made payable to [Proceeds Recipient], with the monthly invoice and mailed to [address]. These recycling proceeds will go into [Proceeds Recipient]. Since this material is generated from training requirements the diversion numbers will not be included in the contractor's monthly diversion rate total. The contractor will be reimbursed the same hauling fee as transporting and returning a 30 CY compactor.

TECHNICAL EXHIBIT 7

PROCEEDS FROM RECYCLING

The Government in no way guarantees participation nor is the Government liable if participation does not increase.

The Government and the Contractor shall split the gross proceeds from recycling, grease and composting as follows:

% of Waste Recycled/Composted	Gross Revenue from Recycling	
	Government	Contractor
1% -19%	90%	10%
20% - 39%	70%	30%
40% - 49%	50%	50%
50% & above	0%	100%

Example #1 – 100 tons of solid waste collected of which

90 tons goes to landfill

10 tons recycled and contractor is paid \$55/ton or \$550.00 from recycling facility

The Government would receive 90% of the \$550.00 which equals \$495.00 and the Contractor would receive 10% which equals \$55.00. The Government share, \$495.00, would be provided as a check made payable to xxx, with the monthly invoice and mailed to [address]. The Governments share of the recycling proceeds will go into [Proceeds Recipient].

NOTE: In the event recycling or composting fees equal or exceed landfill fees, the Contractor shall provide this information to the Contracting Officer or Contractor's Officer Representative immediately.